



# **U.S. Maritime Administration Cadet Training Agreement**

**Maritime Administration  
United States Department of Transportation**

# Memorandum of Agreement Regarding Shipboard Training of U.S. Maritime Academy Cadets

## **Introduction**

This Memorandum of Agreement ("MOA") between the Maritime Administration, United States Department of Transportation (hereinafter referred to as the "Administration") and Overseas Shipholding Group, Inc., (hereinafter referred to as the "Company") sets forth the terms and conditions for the assignment and employment of maritime academy cadets on vessels of the Company.

The continued success of the Company and the entire marine transportation industry is dependent on the availability of trained and skilled merchant mariners. The Maritime Administration is the advocate for the education and training of U.S. citizens who seek to serve on merchant vessels. It is essential that education and training for mariners aspiring to be licensed merchant marine officers include shipboard training opportunities and accrue sufficient sea-time to qualify for a merchant marine officer license. This MOA is intended to: promote shipboard training opportunities with the Company as a vessel owner, operator or charterer; manage the employment and utilization of maritime academy cadets on the vessels of the Company; and outline the duties and responsibilities of the parties subject to this MOA.

For the purposes of this MOA, a "maritime academy cadet" (hereinafter referred to as "Cadet"), means a student in good standing, regardless of citizenship, enrolled in a merchant marine officer licensing program at one of the following: the United States Merchant Marine Academy, California Maritime Academy, Great Lakes Maritime Academy, Maine Maritime Academy, Massachusetts Maritime Academy, State University of New York Maritime College, and Texas Maritime Academy (hereinafter referred to as the "Academies" or individually as the respective "Academy.").

## **1. Participation**

This MOA is entered into voluntarily by the aforementioned Company and the Maritime Administration, United States Department of Transportation (hereinafter referred to as the "Organizations"). The Organizations are not liable to each other or any third party as a consequence of this MOA.

## **2. Undertakings by the Organizations**

- Abide by the terms of this MOA and all applicable laws and regulations regarding shipping, employment and discharge of Cadets.
- Work cooperatively to implement an appropriate shipboard training program for Cadets that includes opportunity and, where practicable, assistance in meeting STCW competencies and sea project requirements.
- Provide opportunities for Cadets to obtain shipboard training and to accrue sufficient sea-time to qualify for a merchant marine officer license or any such

endorsements thereto that may be desirable for the promotion of the marine transportation industry.

### **3. Legal Authority**

The authority to enter into this MOA is found in the applicable provisions of Title 46, United States Code, and Title 46, Code of Federal Regulations.

### **4. Academy Training Representative**

Cadets will only be assigned to a Company through a specific Academy Training Representative (hereinafter referred to as an "ATR"). The Company will be provided a list and contact information of the ATRs from each of the Academies by the Administration.

### **5. Company Training Coordinator**

The Company will designate a Company Training Coordinator or Coordinators (hereinafter referred to as the "Coordinator") who will be the point of contact for the ATRs for the assignment of Cadets to the Company. The Company will provide the contact information of the Company Training Coordinator to the Administration. The Administration will provide that information to the Academy ATRs.

### **6. Cadet Billets**

The Company agrees to make billets available for Cadets as they become available. Cadets from the U.S. Merchant Marine Academy shall have priority for available billets. The Coordinator will inform ATRs of openings for Cadet employment on an ongoing basis. The Academies agree to provide Cadets eligible for shipboard employment. The ATRs will work with the Coordinator to facilitate the assignment of eligible Cadets. In the event that the Company desires to transfer a Cadet from one vessel to another within its fleet, this action must be coordinated with the ATR. Cadets will detach from their assigned vessel only on direct orders from the ATR or the Company.

### **7. Conditions of Employment**

Cadet assignments will usually be for a period of not less than sixty days. Before any Cadet may serve aboard a Company vessel, the terms of the employment must be presented to and approved by the ATR. When assigned to a Company, Cadets will be responsible to the Company as well as to his/her respective Academy and ATR. While aboard a vessel, Cadets will be berthed in single-occupancy rooms or in rooms with other Cadets in that part of the vessel designated for licensed officers and shall mess with the licensed officers. The work day and routine of a Cadet will, insofar as possible, conform to the practices followed in the maritime industry. Cadets will comply with all promulgated instructions, directives, and orders of the vessel and the Company. Additionally, Cadets will abide by the guidelines contained in their respective cadet

shipping handbooks. Cadets will have the same leave and liberty privileges afforded the licensed officers. The Company will submit to the ATR an evaluation of cadet performance for every Cadet who has served for a period of more than 21 days.

## **8. Pay**

The rate of monthly cadet pay is specified by section 203(c) of Title 37, United States Code (37 U.S.C. § 203(c)). A Cadet is entitled to a monthly rate equal to 35 per cent of the basic pay of a commissioned officer in the pay grade O-1 with less than two years of service.

## **9. Emergencies**

Whenever Cadets receive medical treatment while assigned to a vessel, copies of all medical and/or accident reports shall be sent to the ATR for inclusion in the Cadet's official medical file at the Academy.

The master or the Coordinator will immediately notify the ATR, whenever a Cadet: dies, is hospitalized due to injury or illness, arrested or detained by local authorities or groups, has failed to join or rejoin a vessel for any unauthorized reason, or is refused employment for any reason by the Master.

The Company will provide the ATR with the names, and both the office and after-office-hours telephone numbers, of two (2) members of its staff who are authorized to make emergency personnel decisions concerning Cadets. The Academies will provide the company with the names, and both the office and after-office-hours telephone numbers of the ATR and another member of its staff who are authorized to make emergency decisions concerning Cadets.

## **10. Liability**

This MOA does not impose any additional liability upon the Administration, the Academies, or the Company not otherwise prescribed by law or regulation. The sole purpose of this MOA is to provide for greater shipboard training opportunities for maritime academy cadets.

## **11. Third Party Rights**

This Agreement does not confer any rights or benefits on any third party.

## **12. Period of Observance**

This agreement shall remain in effect until either terminated or replaced upon the mutual consent of the party Organizations, however either the Administration or the Company may unilaterally terminate the agreement upon sixty (60) days written notice to the other

party, providing further that the full durations of assignments begun during the time the agreement is in effect shall be governed by its terms.

### **13. Amendment of Agreement**

This Agreement may be amended by deletion or modification of any provisions, provided that such amendment is in writing and is signed by all of the party Organizations.

### **14. Limitations**

The terms of this Agreement are not intended to alter, amend, or rescind any current agreement or provision of United States law now in effect. Any provision of this Agreement which conflicts with United States law will be null and void.

### **SIGNATURE:**

This Agreement is approved and adopted for implementation as provided hereby:



Sean T. Connaughton  
Maritime Administrator  
Maritime Administration  
United States Department of Transportation

Date: 15 October 2007



Captain Robert Johnston  
Senior Vice President and  
Head of Shipping Operations  
Overseas Shipholding Group, Inc.

Date: 15 October 2007